AGREEMENT TO SALE

VALUED AT RS. _____

MARKET VALUE OF THE SAME IS RS. _____

PURCHASE PRICE

As per Item No. 40.2, Page No. _____@ of Rs._____/- per Sq. Mtrs.

THIS DEED OF AGREEMENT TO SALE is made and executed on this __ **day of April, 2016** at Nagpur,

BY

IMPERIAL GRUHNIRMAN SAHAKARI SANSTHA MARYADIT, a co-operative Housing Society duly registered under the Maharashtra Co-operative Societies Act, 1960 (Act. No. XXIV of 1961), under Registration No. HGN/HSGFO/876/2014 and having its office at House No. 376, Veer Sawarkar Nagar, Butibori, Dist. Nagpur, through its President **SHRI SANJAY S/O VITTHALDAS JARIWALA**, hereinafter called the **VENDOR** which expression shall, unless repugnant to the context or meaning thereof always mean and include the said **VENDOR**, its office bearers, their heirs, legal representatives, executors, successors, administrators and assigns, nominees and agents) of the **ONE PART**

IN FAVOR OF

SHRI _____

Aged about years, Occ-

R/o----------

Member of **IMPERIAL GRUHNIRMAN SAHAKARI SANSTHA MARYADIT** (hereinafter referred to called as the **PURCHASER** which term unless repugnant to the context, shall always mean and include their legal heirs, successors, representative and assigns) of the **SECOND PART.**

WHEREAS originally the plot bearing No. RH -20 is ownd and possessed by the MIDC, Nagpur and by an Agreement To Lease dated 12.02.2008 made between MIDC and M/s. Sunil Hi-Teach Engineers & Manufacturers Private Limited now known and styled as M/s. Seam Industries private Limited. That as per Clause 3 (a) of Original Agreement to lease M/s. Seam Industries Private Limited has established a Co-operative Housing Society. That after establishment of housing society in the name styled as **IMPERIAL GRUHNIRMAN SAHAKARI SANSTHA MARYADIT,** the MIDC has executed an Indenture of Final Lease Deed of the said plot No. RH-20 in favor of the aforesaid society on 24.2.2016 and the same is duly registered in the office of Sub-Registrar No. 10 at Nagpur at Sr. No. 631 upon various terms and conditions for a period of further 95 years. That now the **VENDOR** becomes the absolute owner in leaseholds rights of the immovable property consisting of Plot bearing No. RH-20.

AND WHEREAS the **VENDOR** are the Housing Society and activities of the said society are to purchase the land and to construct the building or Row House/ Tenements for their members or share holders and said **VENDOR** registered under the Maharashtra Co-Operative Societies Act, 1961 bearing its **Registration No. HGN/HSGFO/876/2014** on 11.12.2014 having it registered office at the place well particularly described in the cause title of the present assignment deed.

AND WHEREAS the **VENDOR** named hereinabove has decided to develop the said plot bearing No. RH-20 into residential purposes by constructing a multistoried building thereon known and styled as **“Imperial Heights Wing No. G & Wing No. H”** consisting of self contained Tenements therein,

AND WHEREAS the **VENDOR** accordingly prepared a plan of the multistoried buildings thereon which are known and styled as **“Imperial Heights Wing No. G & Wing No. H”** and the same are already constructed as per building plan sanctioned by the Executive Engineer of the MIDC Division No. (I) Nagpur vide Building Permit No. _____dated. That after approval of the Building Plan from the Executive Engineer of the MIDC Division No. (I) Nagpur, the **VENDOR** has prepared and executed a **Deed of Declaration** to that effect of the proposed building to be constructed on the said plot bearing No. RH-20 known and styled as **“Imperial Heights Wing No. G & Wing No. H”** and the same is duly registered in the office of Sub-Registrar No. 10 at Nagpur at **Sr. No. 990/2016** through it’s President Shri Sanjay Vitthaldas Jariwala.

AND WHEREAS the **PURCHASER** is one of the members of the **VENDOR** society and intended to occupy one tenement situated in the building known and styled as **“Imperial Heights Wing No. G & Wing No. H”.** That the **VENDOR** has allotted the **Tenement No.** _____to the **PURCHASER** by issuing a letter of allotment. The details of the said tenement is well particularly described in the schedule of property given hereinbelow.

AND WHEREAS the price of the said tenement is fixed after due negotiation between the **PURCHASER** and **VENDOR** and the **VENDOR** find after verifying the market price that the price offered by the **VENDOR** is true and suitable to the **PURCHASER.** Therefore the **PURCHASER** is hereby intends to purchase the said tenement for a total valuable consideration of Rs._____ and the **VENDOR** has hereby agreed to convey, assigns and transfer all right, title and interest of the said Tenement in

favor of the **PURCHASER** after receipt of the total consideration.

NOW THEREFORE THIS DEED OF AGREEMENT TO SALE IS WITNESSES AS UNDER-

1.THAT the **PURCHASER** has paid to the **VENDOR** Rs. _____as an earnest money for purchase of the said Tenament, which is well particularly described in the schedule given herein below and the **VENDOR** hereby acknowledge of having received the same. Therefore no separate receipt is now necessary for the same, the detail description of payment is given in the manner of payment herein below-

MANNER OF PAYMENT

2.THAT the balance amount of consideration of sale of **Rs.** _____is agreed to be pay by the **PURCHASER** to the **VENDOR** within _____months from the date of execution of the present agreement to sell i.e. at the time of execution and registration of sale deed by the **VENDOR** in the name of the **PURCHASER.**

3.THAT the time is the essence of the contract and the **VENDOR** is hereby ready to execute sale deed in favor of the **PURCHASER** within _____months from the date of execution of the present agreement to sell upon receipt of the total amount of consideration.

4.THAT the stamp duty and the registration charges necessary for registration of the instant agreement to sale and sale deed shall be borne by the **PURCHASER.**

5. THAT the **PURCHASER** hereby agreed to pay to the **VENDOR** charges for water connection, electricity connection and one time maintenance charges of the society prior to execution and registration of sale deed, and the charges of the same will be decided by the **VENDOR** and inform the same to the **PURCHASER** well before execution and registration of sale deed. The payment of water consumption charges, electric connection and one time maintenance charges are exclusive of the total consideration. The **PURCHASER** hereby undertakes that the **PURCHASER** shall not claim to get execute and register sale deed without payment of above charges.

6.**THAT** the **VENDOR** hereby agree to pay all grampanchyat taxes, ground rent and all other outgoings till the date execution and registration of sale deed.

7. THAT the **PURCHASER** hereby undertakes to pay service charges and other charges which are necessary as per the Government norms to the **VENDOR** prior to execution and registration of sale deed, which are also exclusive of total consideration.

8.**THAT** the **VENDOR** hereby agree to deliver to the **PURCHASER** the vacant and peaceful possession of the said Tenament at the time of execution and registration of sale deed upon receipt of total consideration and other charges as agreed to pay by the **VENDOR** and stated in forgoing paragraphs.

9. THAT the property hereby agreed to be sold by the **VENDOR** to the **PURCHASER** is free from all encumbrances, charges and lien whatsoever.

10. THAT the **PURCHASER** shall use the said Tenement chosen by him for residential purposes only and shall not do or cause to be done any act or thing contrary to the law which cause nuisance to the other owner and shall give access to other Tenement owners for cleaning and repairing drainage, water pipe line and inspection of chamber, provided for lavatory and bath units at all reasonable hours during the day.

11. THAT the **PURCHSER** shall use the said Tenement chosen by him for residential purposes and shall not construct any additional construction and thereby close the balconies provided for air and lights the building.

12. Notwithstanding, anything stated in this deed of agreement to sale, the **PURCHASER** undertakes to the **VENDOR** that the **PURCHASER** will not assign or sale the scheduled property without prior written permission from the **VENDOR**.

13. THAT the **PURCHASER** is one of the members of the Imperial Gruhnirman Sahakari Sanstha Maryadit, Nagpur and the all bye laws of the said society is binding upon the **PURCHASER** and the **PURCHASER** is hereby undertakes that the **PURCHASER** shall abide all the terms, conditions and decision taken by the society in its meeting.

14.THAT in case the **PURCHASER** is deprived of the whole or any part of the property hereby agreed to be sold by way of agreement to sale by reason of any defect found in the title of the **VENDOR**, the **VENDOR** shall make good the same at his own costs.

SCHEDULE OF PROPERTY

All That piece and parcel of **Tenement No.** _____situated on the First Floor the **Building No. -**

_____known and styled as **“IMPERIAL HEIGHTS”** admeasuring about ____Sq., Ft., super built up having ___% of proportionate undivided_share of 1394 Sa., Ft., portion of plot bearing No. RH-20 admeasuring 18553.00 Sq.Mtrs. (199705.00 Sq.Ft.), situated in the Butibori Industrial Area (MIDC) within the limits of **Mouza – Rengapar**, Butibori, Tah and District Nagpur, and the said tenement is bounded as under:-

On the East -

On the West -

On the North -

On the South -

IN WITNESS WHEREOF the parties of the instant deed of sale/deed of assignment have set their respective hands on this ____TH **day of April, 2016** in the presence of the attesting witnesses.

VENDOR **WITNESSES**

IMPERIAL GRUHNIRMAN SAHAKARI SANSTHA MARYADIT
Through President **1.**

(SANJAY VITTHALDAS JARIWALA) **2.**

PURCHASER